

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM594472

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUILD-A-BEAR WORKSHOP, INC.		08/25/2020	Corporation: DELAWARE
BUILD-A-BEAR RETAIL MANAGEMENT, INC.		08/25/2020	Corporation: DELAWARE
BUILD-A-BEAR ENTERTAINMENT, LLC		08/25/2020	Limited Liability Company: MISSOURI
BUILD-A-BEAR WORKSHOP FRANCHISE HOLDINGS, INC.		08/25/2020	Corporation: DELAWARE
BUILD-A-BEAR CARD SERVICES, LLC		08/25/2020	Limited Liability Company: VIRGINIA
BUILD-A-BEAR WORKSHOP CANADA, LTD.		08/25/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	PNC Firstside Center, 500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	2564834	
Registration Number:	5892928	AMBEARSADOR
Registration Number:	2329718	A PAWSITIVELY FUN FAMILY EXPERIENCE
Registration Number:	2653024	
Registration Number:	4699552	BAB
Registration Number:	4699549	BAB
Registration Number:	2553637	BABW
Registration Number:	2787672	BEAR BUCK\$
Registration Number:	3279249	BEAR BUILDER
Registration Number:	2709652	BEAR REPAIR HOSPITAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2649643	BEAR STUFF
Registration Number:	2613353	BEAR STUFF CLEANER
Registration Number:	2500840	BEARARMOIRE
Registration Number:	2588823	BEAREMY
Registration Number:	2385610	BEAREMY
Registration Number:	2742050	BEAREMY'S BOOK CLUB
Registration Number:	2767510	BEAREMY'S KENNEL PALS
Registration Number:	2344561	
Registration Number:	4422258	BEARVILLE
Registration Number:	2649756	
Registration Number:	2364847	BEARY NEWSWORTHY
Registration Number:	2567345	BEARY TURF SHOE
Registration Number:	2532203	BEARYJANE
Registration Number:	4099196	BUILD A BASKET
Registration Number:	2428666	BUILD A BEAR WORKSHOP
Registration Number:	3741249	BUILD-A-BEAR
Registration Number:	4901084	BUILD-A-BEAR
Registration Number:	4988107	BUILD-A-BEAR EST. 1997
Registration Number:	2553748	BUILD-A-BEAR WORKSHOP
Registration Number:	2756424	BUILD-A-BEAR WORKSHOP
Registration Number:	2889037	BUILD-A-BEAR WORKSHOP
Registration Number:	3435894	BUILD-A-BEAR WORKSHOP
Registration Number:	2598778	BUILD-A-BEAR WORKSHOP
Registration Number:	4889678	BUILD-A-BEAR WORKSHOP
Registration Number:	4905206	BUILD-A-BEAR WORKSHOP
Registration Number:	2633892	BUILD-A-BEAR WORKSHOP WHERE BEST FRIENDS
Registration Number:	2884223	BUILDABEAR.COM
Registration Number:	3197448	BUILD-A-DINO
Registration Number:	5892935	BUILD-A-MASCOT
Registration Number:	2411678	BUILD-A-PARTY
Registration Number:	2750746	BUILD-A-SOUND
Registration Number:	2606265	
Registration Number:	2551431	
Registration Number:	2357948	COLLECTIBEAR
Registration Number:	2383553	COLLECTIBUNNY
Registration Number:	2795408	CORBEARATE
Registration Number:	2602701	CORBEARATE
Registration Number:	5715371	COUNT YOUR CANDLES

Property Type	Number	Word Mark
Registration Number:	2286392	CUB CONDO
Registration Number:	2351181	
Registration Number:	2508467	
Registration Number:	6048618	CYBEAR
Registration Number:	2556306	
Registration Number:	2279762	FIND-A-BEAR
Registration Number:	4699881	FUN IS AT THE HEART OF THE PARTY
Registration Number:	3133356	
Registration Number:	2399648	HEART STUFF
Registration Number:	2421714	HIBERNITIES
Registration Number:	4160200	HUG A CUB
Registration Number:	2298153	LIL CUB
Registration Number:	2510460	LOVE IS THE STUFF INSIDE
Registration Number:	2666683	LUCK O' THE BEARISH
Registration Number:	2593815	MAKING FRIENDS THAT MAKE A DIFFERENCE
Registration Number:	2735147	
Registration Number:	4605420	PAWLETTE
Registration Number:	5721222	PAY YOUR AGE
Registration Number:	5904997	REINDEALS
Registration Number:	2801525	SAY IT WITH SOUND
Registration Number:	2371160	SHIRTS ILLUSTRATED
Registration Number:	2353089	
Registration Number:	2476044	STITCHED WITH LOVE
Registration Number:	2923018	STUFF FUR STUFF
Registration Number:	3635274	STUFFED WITH HUGS
Registration Number:	2489096	STUFFED WITH HUGS AND GOOD WISHES
Registration Number:	2559105	
Registration Number:	2355598	TEDDYLOGY
Registration Number:	2747394	THE BEAR PROMISE
Registration Number:	4699702	THE MOST FUN YOU'LL EVER MAKE
Registration Number:	2554581	TINY TEES
Registration Number:	2586617	UNDIBEARS
Registration Number:	2602016	WHERE BEST FRIENDS ARE MADE
Registration Number:	3314140	WHERE WILD AND WONDERFUL FRIENDS ARE MAD
Registration Number:	2830770	WORKSHOP
Serial Number:	88123840	BEARY LIMITED
Serial Number:	88821897	BUILD-A-BOOK
Serial Number:	90053962	BUILD-A-BEAR RADIO

Property Type	Number	Word Mark
Serial Number:	90053966	BUILD-A-BEAR RADIO
Serial Number:	88711829	CYBEAR MONDAY
Serial Number:	88550800	HEARTLINE
Serial Number:	88550795	HEARTLINE
Serial Number:	88550790	HEARTLINE ENTERTAINMENT AND PRODUCTIONS
Serial Number:	88550782	HEARTLINE ENTERTAINMENT AND PRODUCTIONS
Serial Number:	88550777	HEARTLINE RECORDS
Serial Number:	88550772	HEARTLINE RECORDS

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1259298 TM

NAME OF SUBMITTER: Janet Wamsley

SIGNATURE: /Janet Wamsley/

DATE SIGNED: 08/27/2020

Total Attachments: 57

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of August 25, 2020, by and among Build-A-Bear Workshop, Inc., a Delaware corporation (the “Borrowing Agent”), the other Persons identified as Grantors on the signature pages hereof (together with Borrowing Agent and each other Person that becomes a Grantor after the date hereof, individually, as a “Grantor” and, collectively, as the “Grantors”), and PNC Bank, National Association, as agent (in such capacity, the “Agent”) for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit and Security Agreement, dated as of August 25, 2020 (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), by and among, among others, (i) the Grantors, the other Borrowers from time to time party thereto (collectively, with the Grantors, the “Borrowers”), (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto, and (iv) the Agent, pursuant to which (x) the Lenders have agreed to make Advances to the Borrowers, and the Issuer has agreed to issue Letters of Credit for the account of the Borrowers, in each case, upon the terms and subject to the conditions specified in the Credit Agreement, and (y) each Grantor has granted to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (including the IP Collateral (as defined herein)), in order to secure the Obligations (as defined herein); and

WHEREAS, reference is also made to that certain Guaranty, dated as of August 25, 2020 (as amended, modified, supplemented or restated and in effect from time to time, the “Guaranty”), executed by each Guarantor in favor of the Agent and the other Secured Parties, pursuant to which each such Guarantor has guaranteed the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such

perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Borrowers” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Borrowing Agent” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“CIPO” shall mean the Canadian Intellectual Property Office.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States and Canadian copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Industrial Designs” shall mean industrial designs and industrial design applications of any Grantor, including without limitation (A) the Canadian industrial designs and industrial design applications listed on **EXHIBIT D**, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, all income, royalties, goodwill, damages and payments now and hereafter due or payable under and with respect thereto, including damages and payments for past, present, or future infringements

thereof, (C) the right to sue for past, present, and future infringements thereof, and (D) all of each Grantor's rights corresponding thereto throughout the world.

"Industrial Design Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Industrial Design, including, without limitation, the agreements listed on **EXHIBIT D** annexed hereto and made a part hereof.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Industrial Design Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States and Canadian patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PPSA" shall mean collectively, each *Personal Property Security Act* in effect in the Provinces of British Columbia, Alberta, Manitoba, Ontario, Nova Scotia and New Brunswick, (as amended and in effect from time to time) or any other applicable Canadian federal or provincial or territorial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal and movable property (including, for greater certainty, the Civil Code of Québec and the regulations respecting the register of personal and movable real rights promulgated thereunder), and any successor statutes, in each case together with any regulations thereunder, as in effect from time to time.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty);.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether

registered or unregistered, including, without limitation, the United States and Canadian trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.1 through 1.4 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for its own benefit and the benefit of the other Secured Parties) under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All Industrial Designs and Industrial Design Licenses;
- (e) All other Licenses;
- (f) All renewals of any of the foregoing;

(g) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; design rights; assumed names; mask works; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(h) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(i) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations, encroachments, or dilutions thereof;

(j) The right to sue for past, present and future infringements, misappropriations, encroachments, and dilutions of any of the foregoing; and

(k) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

The Grantors, the Agent and the other Secured Parties intend that the security interest created hereby attaches to existing IP Collateral upon the execution of this Agreement and that the security interest will attach to IP Collateral acquired after the date of execution of this Agreement at the time that the Grantors acquire rights in that IP Collateral. The Grantors and the Agent and the other Secured Parties agree that value has been given. The Grantors represent and warrant that (i) they have rights in the existing IP Collateral or the power to transfer rights in the existing IP Collateral to the Agent and the other Secured Parties; and (ii) they have not agreed to postpone the time of attachment of the security interest created hereby.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f), (g) and (h) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, (i) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) in respect of Intellectual Property licensed to such Grantor under a License, unless and to the extent such Grantor has responsibility for such matters under the terms of the applicable License.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, (i) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) in respect of

Intellectual Property licensed to such Grantor under a License, unless and to the extent such Grantor has responsibility for such matters under the terms of the applicable License.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration of Intellectual Property owned by such Grantor which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation, encroachment, or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, (i) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) in respect of Intellectual Property licensed to such Grantor under a License, unless and to the extent such Grantor has responsibility for such matters under the terms of the applicable License.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in the Credit Agreement and any Other Document, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States and Canadian registrations for and pending applications to register Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States and Canadian Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States and Canadian registrations for and pending applications to register Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) **EXHIBIT D** is a true, correct and complete list of all registrations for and pending applications to register Canadian Industrial Designs owned by such Grantor and all Industrial Design Licenses to which such Grantor is a party as of the date hereof.

(e) Except as set forth in **EXHIBITS A, B, C, and D**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(f) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

(g) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(h) The Grantor has used, and will continue to use, consistent standards of quality in products leased or sold under the Trademarks.

(i) Such Grantor shall give the Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others or that use or employ other intellectual property rights of others in the ordinary course of such Grantor's business);

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others or that use or employ other intellectual property rights of others in the ordinary course of such Grantor's business);

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others or that use or employ other intellectual property rights of others in the ordinary course of such Grantor's business); and

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property owned by Such Grantor may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or

development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office, the CIPO or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same;

provided, that, absent the occurrence and continuance of any Event of Default, Grantors shall only be required to provide the notices described in clauses (i) through (iv) above on an annual basis in connection with delivery of a Compliance Certificate with respect to the applicable Fiscal Year.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(h), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office, the CIPO or any similar office), and each of the Grantors hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this SECTION 6.

SECTION 7. Agent's Actions To Protect Intellectual Property. In the event of:

(a) any Grantor's failure, within ten (10) days of written notice from the Agent, to cure or otherwise reasonably remedy any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead (including for the Agent's own right, if and to the extent otherwise permitted under this Agreement or the Credit Agreement) in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York and the rights and remedies of a secured party under the PPSA, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing, and that the Agent is authorized to exercise such rights and remedies.

SECTION 9. Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications provided that, in respect of any intent-to use Trademark applications, Grantor has confirmed to the Agent that a "Statement of Use" or "Amendment to Alleged Use" has been filed and accepted by the PTO or otherwise confirmed to the Agent that there are not contractual or legal prohibition prohibiting or preventing any grant of a security interest to attach thereto.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 10. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, and the Credit Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO, the Copyright Office and the CIPO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interests granted to the Agent, for its own benefit and the benefit of the other Secured Parties, under the Credit Agreement and the Guaranty. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder and each Grantor's obligations, representations, warranties and covenants relating to the IP Collateral) shall apply to the IP Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Credit Agreement shall not be superseded hereby but shall remain in effect. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith. Without limiting the foregoing, the provisions of Section 16.9 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when the Obligations have been paid in full in accordance with the terms of the Credit Agreement, at which time the Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC and PPSA termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Borrower or Guarantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Agent or any other Secured Party.

SECTION 14. Choice of Laws. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall be governed by and construed in accordance with the laws of the State of New York, without regard to rules or principles relative to conflicts of laws, but including Section 5-1401 of the New York Obligations Law.

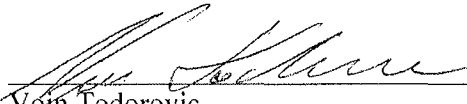
SECTION 15. Counterparts; Electronic Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[SIGNATURE PAGES FOLLOW]

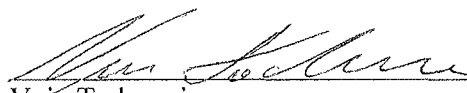
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

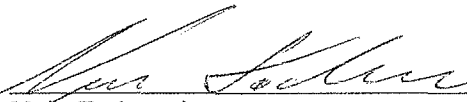
BUILD-A-BEAR WORKSHOP, INC.

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

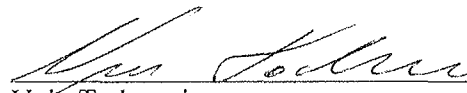
BUILD-A-BEAR RETAIL MANAGEMENT, INC.

By: 
Name: Voin Todorovic
Title: Chief Financial Officer


BUILD-A-BEAR ENTERTAINMENT, LLC

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR WORKSHOP FRANCHISE
HOLDINGS, INC.

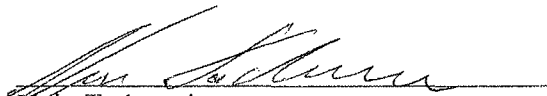
By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR CARD SERVICES, LLC

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR WORKSHOP CANADA, LTD.

By:

Name:  Voin Todorovic

Title: Chief Financial Officer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: George S. Couladis

Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK

REEL: 007035 FRAME: 0084

EXHIBIT A

List of United States and Canadian Copyrights and Copyright Licenses

Copyright Registrations and Applications

UNITED STATES COPYRIGHTS

Registrations:

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001174429	Dec. 6, 2002	4 PIECE SOCCER OUTFIT
Build-A-Bear Retail Management, Inc.	VA0001192849	Dec. 6, 2002	5-PIECE CHEERLEADER OUTFIT
Build-A-Bear Retail Management, Inc.	VA0001651740	Nov. 6, 2006	ADORING AMETHYST TEDDY
Build-A-Bear Retail Management, Inc.	VA0000906636	Jan. 26, 1998	AIR BATH
Build-A-Bear Retail Management, Inc.	VA0001393632	Dec. 29, 2006	ALLIGATOR
Build-A-Bear Retail Management, Inc.	VA0001655776	Feb. 15, 2008	ALLIGATOR
Build-A-Bear Retail Management, Inc.	VA0001393626	Dec. 29, 2006	AMUR TIGER
Build-A-Bear Retail Management, Inc.	VA0001655234	Dec. 22, 2008	AMUR TIGER II
Build-A-Bear Retail Management, Inc.	VA0001386741	Nov. 9, 2006	ANKYLOSAURUS
Build-A-Bear Retail Management, Inc.	VA0001386746	Nov. 9, 2006	APATOSAURUS BOY
Build-A-Bear Retail Management, Inc.	VA0001386745	Nov. 9, 2006	APATOSAURUS GIRL
Build-A-Bear Retail Management, Inc.	VA0001670807	Jun. 8, 2009	ARGENTINOSAURUS
Build-A-Bear Retail Management, Inc.	VA0001393630	Dec. 29, 2006	ASIAN ELEPHANT

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0000906639	Jan. 26, 1998	AUDIO SHELF SOUND STATION
Build-A-Bear Retail Management, Inc.	VA0001079748	Jan. 25, 2001	AUTOGRAPH BEAR
Build-A-Bear Retail Management, Inc.	VA0001655577	Feb. 15, 2008	AUTUMN BEAR
Build-A-Bear Retail Management, Inc.	VA0001694243	Nov. 3, 2009	AUTUMN HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001079749	Jan. 25, 2001	BABY'S FIRST BEAR
Build-A-Bear Workshop, Inc.	TX0006064898	Nov. 19, 2004	BALLERINA BEAR
Build-A-Bear Retail Management, Inc.	VA0001728479	Jun. 30, 2010	BE MINE DALMATIAN
Build-A-Bear Workshop, Inc.	VA0001253451	Mar. 17, 2004	BEAGLE
Build-A-Bear Retail Management, Inc.	VA0000850955	Jan. 23, 1998	BEAR HANGER
Build-A-Bear Retail Management, Inc.	VA0000935010	Jul. 2, 1998	BEAR HEAD DESIGN
Build-A-Bear Retail Management, Inc.	VA0001089817	May 17, 2001	BEAR PAW DESIGN 2
Build-A-Bear Retail Management, Inc.	VA0000896239	Jan. 20, 1998	BEAR PROMISE
Build-A-Bear Retail Management, Inc.	VAu000494682	Nov. 4, 1999	BEARARMOIRE
Build-A-Bear Retail Management, Inc.	VA0001144971	Jul. 1, 2002	BEARBOXER
Build-A-Bear Retail Management, Inc.	VA0000997178	Aug. 30, 1999	BEAREMY
Build-A-Bear Retail Management, Inc.	VA0001656393	Feb. 15, 2008	BEAREMY
Build-A-Bear Retail Management, Inc.	VA0001654795	Nov. 26, 2008	BEAREMY (AVATAR)

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001072631	Jan. 8, 2001	BEAREMY BEAR
Build-A-Bear Retail Management, Inc.	VA0001728478	Jun. 30, 2010	BEAREMY III
Build-A-Bear Retail Management, Inc.	VA0001655219	Dec. 22, 2008	BEARILLIANT BLUE TEDDY
Build-A-Bear Workshop, Inc.	TX0006074762	Nov. 19, 2004	BEARY BEST PAPER DOLL BOOK
Build-A-Bear Retail Management, Inc.	VA0001752941	Dec. 15, 2010	BEARY MERRY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001724657	Jun. 29, 2010	BEARY O'LUCKY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655222	Dec. 22, 2008	BEAVER
Build-A-Bear Workshop, Inc.	VA0001253445	Mar. 17, 2004	BENGAL TIGER
Build-A-Bear Retail Management, Inc.	VA0001058517	Jan. 8, 2001	BIG BROWN BEAR
Build-A-Bear Retail Management, Inc.	VA0001655748	Feb. 15, 2008	BIG HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001694676	Nov. 3, 2009	BKP PORTUGUESE WATER DOG
Build-A-Bear Retail Management, Inc.	VA0001735837	Aug. 27, 2010	BKP YORKSHIRE TERRIER
Build-A-Bear Retail Management, Inc.	VA0001058513	Jan. 8, 2001	BLACK BEAR
Build-A-Bear Retail Management, Inc.	VA0001655764	Feb. 15, 2008	BLACK BEAR
Build-A-Bear Workshop, Inc.	VA0001223320	Jul. 26, 2003	BLACK CAT
Build-A-Bear Workshop, Inc.	VAu000602210	Nov. 18, 2003	BLACK CRIMPED HAIR HIGH PONYTAILED DOLL

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001352855	Oct. 31, 2005	BLACK HAired HIGH PONYTAIL SWEETHEART DOLL
Build-A-Bear Workshop, Inc.	VA0001253444	Mar. 17, 2004	BLACK LABRADOR
Build-A-Bear Retail Management, Inc.	VA0001352856	Oct. 31, 2005	BLONDE HAired PIGTAILED SWEETHEART DOLL
Build-A-Bear Workshop, Inc.	VAu000616304	Nov. 18, 2003	BLONDE THICK CURLY HAired HIGH PONYTAILED DOLL
Build-A-Bear Retail Management, Inc.	VA0001728482	Jun. 30, 2010	BLOSSOM BUNNY
Build-A-Bear Retail Management, Inc.	VA0001393644	Dec. 29, 2006	BORDER COLLIE
Build-A-Bear Retail Management, Inc.	VA0001377493	Nov. 24, 2006	BOXER
Build-A-Bear Workshop, Inc.	VAu000602211	Nov. 18, 2003	BROWN CURLY HAired HIGH PONYTAILED DOLL
Build-A-Bear Retail Management, Inc.	VA0001655637	Feb. 15, 2008	BROWN PONY
Build-A-Bear Retail Management, Inc.	VA0001386747	Nov. 9, 2006	BROWN SUGAR PUPPY
Build-A-Bear Retail Management, Inc.	VA0001670811	Jun. 8, 2009	BROWN SUGAR PUPPY II
Build-A-Bear Retail Management, Inc.	VA0001735799	Aug. 27, 2010	BUBBLEGUM
Build-A-Bear Retail Management, Inc.	VA0001655223	Dec. 22, 2008	BUFFALO
Build-A-Bear Retail Management, Inc.	VA0000903962	Oct. 24, 1997	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	VA0000988661	Mar. 29, 1999	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	VAu000405662	Jun. 11, 1997	BUILD-A-BEAR WORKSHOP

Company	Registration No.	Registration Date	Title
Build-A-Bear Workshop, Inc.	TX0006075684	Nov. 19, 2004	BUILD-A-BEAR WORKSHOP FRIENDSHIP BOOK
Build-A-Bear Workshop, Inc.	TX0006075615	Nov. 19, 2004	BUILD-A-BEAR WORKSHOP : TALENT SHOW
Build-A-Bear Retail Management, Inc.	SRu000380338	Oct. 26, 1997	BUILD-A-BEAR WORKSHOP THEME SONG
Build-A-Bear Retail Management, Inc.	VAu000697875	Sept. 19, 2005	BUILD-A-DINO CLOTHES HANGER
Build-A-Bear Retail Management, Inc.	VAu000697873	Sept. 19, 2005	BUILD-A-DINO LOGOS
Build-A-Bear Retail Management, Inc.	VAu000697874	Sept. 19, 2005	BUILD-A-DINO SHOE HANGER
Build-A-Bear Retail Management, Inc.	TX0005654285	Nov. 6, 2001	BUILD-A-PARTY
Build-A-Bear Retail Management, Inc.	VA0001670177	May 27, 2009	BULLDOG
Build-A-Bear Retail Management, Inc.	VA0001728470	Jun. 30, 2010	BUNGEE MONKEY
Build-A-Bear Retail Management, Inc.	VA0001377496	Nov. 24, 2006	BUTTERSCOTCH BEAR
Build-A-Bear Workshop, Inc.	VA0001253443	Mar. 17, 2004	CALICO CAT
Build-A-Bear Retail Management, Inc.	VA0001670889	Jun. 8, 2009	CAMOUFLAGE BEAR
Build-A-Bear Retail Management, Inc.	VA0001651738	Nov. 6, 2008	CANADA SPIRIT TEDDY
Build-A-Bear Retail Management, Inc.	VA0001745451	Oct. 21, 2010	CANDY CORN KITTY
Build-A-Bear Retail Management, Inc.	VA0001745458	Oct. 21, 2010	CANDY CORN TEDDY
Build-A-Bear Retail Management, Inc.	VA0001724665	Jun. 29, 2010	CELEBRATION TEDDY PINK AND CELEBRATION TEDDY YELLOW

Company	Registration No.	Registration Date	Title
Build-A-Bear Workshop, Inc.	VA0001253440	Mar. 17, 2004	CENTENNIAL 4
Build-A-Bear Retail Management, Inc.	VA0001079952	Feb. 14, 2001	CENTENNIAL BEAR, 1999
Build-A-Bear Retail Management, Inc.	VAu000479497	Nov. 29, 1999	CENTENNIAL BEAR II
Build-A-Bear Retail Management, Inc.	VA0001162600	Jun. 13, 2002	CENTENNIAL TEDDY BEAR 3
Build-A-Bear Workshop, Inc.	VA0001253454	Mar. 17, 2004	CENTENNIAL V
Build-A-Bear Retail Management, Inc.	VA0001655224	Dec. 22, 2008	CHAMP II
Build-A-Bear Retail Management, Inc.	VA0001724664	Jun. 29, 2010	CHAMP III
Build-A-Bear Retail Management, Inc.	VA0001724663	Jun. 29, 2010	CHEERFUL CHEEKS CHICK
Build-A-Bear Retail Management, Inc.	VA0001655782	Feb. 15, 2008	CHEETAH
Build-A-Bear Retail Management, Inc.	VA0001655227	Dec. 22, 2008	CHILLY CHEEKS PENGUIN
Build-A-Bear Retail Management, Inc.	VA0001393622	Dec. 29, 2006	CHIMPANZEE
Build-A-Bear Retail Management, Inc.	VA0001654797	Nov. 26, 2008	CHLOEROCKS (AVATAR)
Build-A-Bear Retail Management, Inc.	VAu000479499	Nov. 29, 1999	CHOCOLATE BUNNY
Build-A-Bear Retail Management, Inc.	VA0001058527	Jan. 8, 2001	CHOCOLATE MOOSE
Build-A-Bear Retail Management, Inc.	VA0001745461	Oct. 21, 2010	CHOCOLATE MOUSSE TEDDY
Build-A-Bear Retail Management, Inc.	VA0001735161	Aug. 27, 2010	CHOCOLATE TIE DYE TEDDY
Build-A-Bear Retail Management, Inc.	VA0000850951	Jan. 23, 1998	CHOOSE ME

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0000906476	Jan. 26, 1998	CHOOSE ME, STUFF ME, STITCH ME, FLUFF ME, DRESS ME, TAKE ME HOME
Build-A-Bear Retail Management, Inc.	VA0001752939	Dec. 15, 2010	CHRISTMAS BEAR
Build-A-Bear Retail Management, Inc.	VA0001079954	Feb. 14, 2001	CHUBBY CUBBY
Build-A-Bear Retail Management, Inc.	VA0001684267	Aug. 26, 2009	CINNAMON PUP
Build-A-Bear Retail Management, Inc.	VA0001670908	Jun. 8, 2009	CINNAMON SWIRL BUNNY
Build-A-Bear Retail Management, Inc.	VA0001058524	Jan. 8, 2001	CLASSIC BROWN TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655744	Feb. 15, 2008	CLYDESDALE
Build-A-Bear Retail Management, Inc.	VA0001622115	Oct. 11, 2007	COMPUTER BEAR MURAL DESIGN AND ILLUSTRATION (NAME ME)
Build-A-Bear Retail Management, Inc.	VA0001684380	Aug. 27, 2009	COOL KITTY
Build-A-Bear Retail Management, Inc.	VA0001655235	Dec. 22, 2008	COQUI FROG
Build-A-Bear Retail Management, Inc.	VA0001655236	Dec. 22, 2008	COYOTE
Build-A-Bear Retail Management, Inc.	VA0001728481	Jun. 30, 2010	CROSS BEAR
Build-A-Bear Workshop, Inc.	VA0001223388	Dec. 12, 2001	CUB CONDO DESIGN
Build-A-Bear Retail Management, Inc.	VAu000312333	Nov. 23, 1998	CUB CONDO DESIGN
Build-A-Bear Workshop, Inc.	VA0001187246	Mar. 4, 1999	CUB CONDO DESIGN: NO. 1
Build-A-Bear Workshop, Inc.	VA0001187247	Apr. 7, 1999	CUB CONDO VALENTINE DESIGN

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001377505	Nov. 24, 2006	CUDDLY CANDY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655593	Feb. 15, 2008	CUDDLY LAMB
Build-A-Bear Workshop, Inc.	VA0001274696	Mar. 17, 2004	CUDDLY WHITE TEDDY (BLUE AND PINK)
Build-A-Bear Retail Management, Inc.	VA0001666827	Apr. 14, 2009	CURLY LAMB
Build-A-Bear Workshop, Inc.	VAu000602212	Nov. 18, 2003	DARK BLONDE STRAIGHT HAired TWO PONYTAILED DOLL
Build-A-Bear Workshop, Inc.	VAu000602208	Nov. 18, 2003	DARK BROWN LONG CURLY HAired DOLL
Build-A-Bear Retail Management, Inc.	VA0001393631	Dec. 29, 2006	DIMPLES TEDDY
Build-A-Bear Retail Management, Inc.	VA0001748336	Jun. 8, 2009	DIPLODOCUS
Build-A-Bear Retail Management, Inc.	VA0000850952	Jan. 23, 1998	DRESS ME
Build-A-Bear Retail Management, Inc.	VA0000906638	Jan. 26, 1998	DRESS ME TABLE
Build-A-Bear Retail Management, Inc.	VA0001656423	Feb. 15, 2008	ELEPHANT
Build-A-Bear Retail Management, Inc.	VA0001735136	Aug. 27, 2010	ENCHANTED DRAGON
Build-A-Bear Retail Management, Inc.	VA0001735148	Aug. 27, 2010	ENCHANTED PONY
Build-A-Bear Retail Management, Inc.	VA0001666657	Apr. 10, 2009	EUROPEAN RABBIT
Build-A-Bear Retail Management, Inc.	VA0001670918	Jun. 8, 2009	FABULOUS FROG
Build-A-Bear Retail Management, Inc.	VA0001377499	Nov. 24, 2006	FESTIVE FALL TEDDY

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001655736	Feb. 15, 2008	FESTIVE SPARKLE TEDDY
Build-A-Bear Retail Management, Inc.	VA0001139058	May 17, 2001	FIESTA SKIRT SET
Build-A-Bear Retail Management, Inc.	VA0001393623	Dec. 29, 2006	FLAMINGO
Build-A-Bear Retail Management, Inc.	VA0001735822	Aug. 27, 2010	FLAMINGO
Build-A-Bear Retail Management, Inc.	VA0000966834	Aug. 23, 1999	FLOPPY BEAR
Build-A-Bear Retail Management, Inc.	VA0001058528	Jan. 8, 2001	FLOPPY COW
Build-A-Bear Retail Management, Inc.	VA0001074290	Jan. 8, 2001	FLOPPY DALMATIAN
Build-A-Bear Retail Management, Inc.	VA0001152206	Jun. 6, 2002	FLOPPY ELEPHANT
Build-A-Bear Retail Management, Inc.	VA0001058523	Jan. 8, 2001	FLOPPY FROG
Build-A-Bear Retail Management, Inc.	VA0001058529	Jan. 8, 2001	FLOPPY KITTY
Build-A-Bear Retail Management, Inc.	VAu000479498	Nov. 29, 1999	FLOPPY LAMB
Build-A-Bear Retail Management, Inc.	VA0001058510	Jan. 8, 2001	FLOPPY MONKEY
Build-A-Bear Retail Management, Inc.	VA0001652572	Nov. 17, 2008	FLOPPY MOOSE
Build-A-Bear Retail Management, Inc.	VA0001058522	Jan. 8, 2001	FLOPPY PIG
Build-A-Bear Retail Management, Inc.	VA0001058519	Jan. 8, 2001	FLOPPY PONY
Build-A-Bear Retail Management, Inc.	VA0001058515	Jan. 8, 2001	FLOPPY TURTLE
Build-A-Bear Retail Management, Inc.	VA0001728477	Jun. 30, 2010	FLORIDA PANTHER

Exhibits to Intellectual Property Security Agreement

TRADEMARK
REEL: 007035 FRAME: 0093

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0000850953	Jan. 23, 1998	FLUFF ME
Build-A-Bear Retail Management, Inc.	VA0000966751	Aug. 19, 1999	FLUFFY BUNNY
Build-A-Bear Retail Management, Inc.	VA0001162608	Mar. 29, 2002	FLUFFY PUPPY
Build-A-Bear Retail Management, Inc.	VA0001386749	Nov. 9, 2006	FRIENDLY FROG
Build-A-Bear Workshop, Inc.	TX0006108545	Feb. 16, 200	FRIENDS FUREVER
Build-A-Bear Retail Management, Inc.	VA0001377500	Nov. 24, 2006	FRU FRU POODLE
Build-A-Bear Retail Management, Inc.	VA0001684265	Aug. 26, 2009	FUDGE PUP
Build-A-Bear Retail Management, Inc.	VA0001692879	Nov. 18, 2009	FUREVER TEDDY
Build-A-Bear Retail Management, Inc.	VA0001694667	Nov. 3, 2009	FUREVER TEDDY
Build-A-Bear Retail Management, Inc.	VA0001377495	Nov. 24, 2006	FUZZY CHICK
Build-A-Bear Retail Management, Inc.	VA0001655785	Feb. 15, 2008	GHOST
Build-A-Bear Retail Management, Inc.	VA0001684264	Aug. 26, 2009	GIGGLY PIGGLY
Build-A-Bear Retail Management, Inc.	VA0001393625	Dec. 29, 2006	GIRAFFE
Build-A-Bear Retail Management, Inc.	VA0001735834	Aug. 27, 2010	GIRAFFE
Build-A-Bear Retail Management, Inc.	VA0001143713	Oct. 10, 2001	GIRL GOLFER
Build-A-Bear Retail Management, Inc.	TXu001152648	Dec. 2, 2003	GIRL STUFF STATEMENT
Build-A-Bear Retail Management, Inc.	VA0001728468	Jun. 30, 2010	GLITTER BEAR

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001393616	Dec. 29, 2006	GLITTER PONY
Build-A-Bear Workshop, Inc.	VA0001253446	Mar. 17, 2004	GOLDEN RETRIEVER
Build-A-Bear Retail Management, Inc.	VA0001143712	Oct. 10, 2001	GOLF SWEATER
Build-A-Bear Workshop, Inc.	VA0001143711	Oct. 10, 2001	GOLFER
Build-A-Bear Retail Management, Inc.	VA0001670902	Jun. 8, 2009	GOOD HOUSEKEEPING SEAL
Build-A-Bear Retail Management, Inc.	VA0001393642	Dec. 29, 2006	GORILLA
Build-A-Bear Retail Management, Inc.	VA0001393624	Dec. 29, 2006	GREVY'S ZEBRA
Build-A-Bear Retail Management, Inc.	VA0001058512	Jan. 8, 2001	GRIZZLY BEAR
Build-A-Bear Retail Management, Inc.	VA0001666631	Apr. 9, 2009	GRIZZLY BEAR
Build-A-Bear Retail Management, Inc.	VA0001655592	Feb. 15, 2008	GROUND HOG
Build-A-Bear Retail Management, Inc.	VA0001656299	Feb. 15, 2008	GROUNDHOG II
Build-A-Bear Retail Management, Inc.	VA0001655220	Dec. 22, 2008	HAL MOOSE
Build-A-Bear Retail Management, Inc.	VA0001179526	Dec. 20, 1999	HALLOWEEN CUB CONDO
Build-A-Bear Retail Management, Inc.	VA0001656421	Feb. 15, 2008	HAPPY CHICK
Build-A-Bear Workshop, Inc.	VA0001253439	Mar. 17, 2004	HAPPY CUB
Build-A-Bear Retail Management, Inc.	VA0001666828	Apr. 14, 2009	HAPPY GO LUCKY FROG
Build-A-Bear Workshop, Inc.	VA0001253441	Mar. 17, 2004	HAPPY HARVEST TEDDY

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TRADEMARK
REEL: 007035 FRAME: 0095

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001735140	Aug. 27, 2010	HAPPY HEARTS BEAR
Build-A-Bear Retail Management, Inc.	VA0001728476	Jun. 30, 2010	HAPPY HUGS TEDDY
Build-A-Bear Retail Management, Inc.	VA0000935009	Jul. 2, 1998	HEART IN A BEAR LOGO
Build-A-Bear Retail Management, Inc.	VA0001393637	Dec. 29, 2006	HEARTS A PLENTY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001377490	Nov. 24, 2006	HEARTS FUR YOU TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655661	Feb. 15, 2008	HIP HIPPO
Build-A-Bear Retail Management, Inc.	VA0001655750	Feb. 15, 2008	HIPPO
Build-A-Bear Retail Management, Inc.	VA0001143710	Oct. 10, 2001	HOCKEY
Build-A-Bear Retail Management, Inc.	VA0001393636	Dec. 29, 2006	HOLIDAY REINDEER
Build-A-Bear Retail Management, Inc.	VA0001655221	Dec. 22, 2008	HOLLY MOOSE
Build-A-Bear Retail Management, Inc.	VA0001655214	Dec. 22, 2008	HOPEFUL WISHES II TEDDY
Build-A-Bear Retail Management, Inc.	VA0001162607	Mar. 29, 2002	HOPEFUL WISHES TEDDY
Build-A-Bear Retail Management, Inc.	VA0001735120	Aug. 27, 2010	HOT FUDGE SUNDAE
Build-A-Bear Retail Management, Inc.	VA0001058514	Jan. 8, 2001	HUG ME BEAR
Build-A-Bear Retail Management, Inc.	VA0001162602	Jun. 13, 2002	HUGGABLE KITTY
Build-A-Bear Retail Management, Inc.	VA0001694670	Nov. 3, 2009	HUGGABLE PUP
Build-A-Bear Retail Management, Inc.	VA0001666925	Apr. 13, 2009	HUGS FUR YOU MONKEY

Exhibits to Intellectual Property Security Agreement

TRADEMARK
REEL: 007035 FRAME: 0096

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001393621	Dec. 29, 2006	HUMBOLT PENGUIN
Build-A-Bear Retail Management, Inc.	VA0001377504	Nov. 24, 2006	HUSKY
Build-A-Bear Retail Management, Inc.	VA0001655647	Feb. 15, 2008	IRISH BEAR
Build-A-Bear Retail Management, Inc.	VA0001666803	Apr. 13, 2009	JACK RUSSELL TERRIER
Build-A-Bear Retail Management, Inc.	VA0001694475	Nov. 3, 2009	JONAS DOG
Build-A-Bear Retail Management, Inc.	VA0001148325	May 16, 2002	JOYFUL BUNNY
Build-A-Bear Retail Management, Inc.	VA0001143708	Oct. 10, 2001	KARATE
Build-A-Bear Retail Management, Inc.	VA0001655771	Feb. 15, 2008	KING PENGUIN
Build-A-Bear Workshop, Inc.	VA0001253449	Mar. 17, 2004	KISSES FOR YOU TEDDY
Build-A-Bear Retail Management, Inc.	VA0001694619	Nov. 3, 2009	KOOKY SPOOKY KITTY
Build-A-Bear Retail Management, Inc.	VA0001079747	Jan. 25, 2001	KUDDLY KOALA
Build-A-Bear Retail Management, Inc.	VA0001637264	Jun. 18, 2008	KUDDLY KOALA II
Build-A-Bear Retail Management, Inc.	VA0001377488	Nov. 24, 2006	LEOPARD
Build-A-Bear Retail Management, Inc.	VA0001253450	Mar. 17, 2004	LEOPARD
Build-A-Bear Retail Management, Inc.	VA0001735158	Aug. 27, 2010	LEOPARD
Build-A-Bear Retail Management, Inc.	PA0001761631	Mar. 19, 2009	LET'S TALK ABOUT LOVE
Build-A-Bear Workshop, Inc.	VAu000616303	Nov. 18, 2003	LIGHT BLONDE WAVY LONG HAired DOLL

Company	Registration No.	Registration Date	Title
Build-A-Bear Workshop, Inc.	VAu000602209	Nov. 18, 2003	LIGHT BROWN CRIMPED HAIR HIGH PONYTAILED DOLL
Build-A-Bear Retail Management, Inc.	VA0001393627	Dec. 29, 2006	LIL BROWN BEAR
Build-A-Bear Retail Management, Inc.	VA0001666797	Apr. 13, 2009	LIL BUNNY BIG EARS
Build-A-Bear Retail Management, Inc.	VA0001393640	Dec. 29, 2006	LIL CARAMEL CUB
Build-A-Bear Retail Management, Inc.	VA0001666808	Apr. 13, 2009	LIL CHOCOLATE CUB
Build-A-Bear Retail Management, Inc.	VA0001393641	Dec. 29, 2006	LIL COCOA CUB
Build-A-Bear Retail Management, Inc.	VA0001728469	Jun. 30, 2010	LIL COCONUT CUB
Build-A-Bear Retail Management, Inc.	VA0001656279	Feb. 15, 2008	LIL HONEY CUB
Build-A-Bear Retail Management, Inc.	VA0001162603	Jun. 13, 2002	LIL' LUCK CUB
Build-A-Bear Retail Management, Inc.	VA0001656429	Feb. 15, 2008	LIL MILK CHOCOLATE CUB
Build-A-Bear Retail Management, Inc.	VA0001058518	Jan. 8, 2001	LIL O'CUB 2000
Build-A-Bear Retail Management, Inc.	VA0001666787	Apr. 13, 2009	LIL SWEET CREAM CUB
Build-A-Bear Retail Management, Inc.	VA0001655725	Feb. 15, 2008	LION
Build-A-Bear Retail Management, Inc.	VA0001671020	Jun. 8, 2009	LION II
Build-A-Bear Retail Management, Inc.	VA0001637259	Jun. 18, 2008	LOBSTER PLUSH
Build-A-Bear Retail Management, Inc.	VA0001655217	Dec. 22, 2008	LONGHORN
Build-A-Bear Retail Management, Inc.	VA0001655456	Feb. 15, 2008	LOTS O LUCK TEDDY

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TRADEMARK
REEL: 007035 FRAME: 0098

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001377492	Nov. 24, 2006	LOVEABLE LAMB
Build-A-Bear Retail Management, Inc.	VA0001656320	Feb. 15, 2008	LUCKY FOR YOU TEDDY
Build-A-Bear Retail Management, Inc.	VA0001058520	Jan. 8, 2001	LUCKY KITTY
Build-A-Bear Retail Management, Inc.	VA0001377497	Nov. 24, 2006	LUCKY O'TEDDY
Build-A-Bear Workshop, Inc.	VA0001253455	Mar. 17, 2004	LUCKY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655657	Feb. 15, 2008	MAGNIFICENT MONKEY
Build-A-Bear Retail Management, Inc.	VA0001393643	Dec. 29, 2006	MAPLE TEDDY
Build-A-Bear Retail Management, Inc.	VA0001735688	Aug. 27, 2010	MARBLE MONKEY
Build-A-Bear Workshop, Inc.	VA0001253453	Mar. 17, 2004	MARVELOUS MONKEY
Build-A-Bear Retail Management, Inc.	VA0001745460	Oct. 21, 2010	MIDNIGHT KITTY
Build-A-Bear Retail Management, Inc.	VA0001079751	Jan. 25, 2001	MILLENNIUM CUB
Build-A-Bear Retail Management, Inc.	VA0001058509	Jan. 8, 2001	MINI BEAR HEAD PURSE
Build-A-Bear Retail Management, Inc.	VA0001058511	Jan. 8, 2001	MINI TEDDY WITH ELASTIC
Build-A-Bear Retail Management, Inc.	VA0001735797	Aug. 27, 2010	MINT CHOCOLATE CHIP
Build-A-Bear Retail Management, Inc.	VA0001386748	Nov. 9, 2006	MOCHA BUNNY
Build-A-Bear Retail Management, Inc.	VA0001724654	Jun. 29, 2010	MR. BASEBALL
Build-A-Bear Retail Management, Inc.	VA0001724653	Jun. 29, 2010	MR. FOOTBALL (SOCCER)

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0000897897	Jan. 20, 1998	MY STORY
Build-A-Bear Workshop, Inc.	VA0001253448	Mar. 17, 2004	NIKKI'S BEAR
Build-A-Bear Retail Management, Inc.	VA0001377502	Nov. 24, 2006	NIKKI'S BEAR II
Build-A-Bear Retail Management, Inc.	VA0001377501	Nov. 24, 2006	NIKKI'S BEAR III
Build-A-Bear Workshop, Inc.	TX0005826497	Jul. 26, 2003	NIKKI'S STORY
Build-A-Bear Retail Management, Inc.	VA0001735804	Aug. 27, 2010	ORANGE SHERBET
Build-A-Bear Retail Management, Inc.	VA0001655751	Feb. 15, 2008	ORANGUTANG
Build-A-Bear Retail Management, Inc.	VA0001652366	Nov. 14, 2008	ORCA WHALE
Build-A-Bear Retail Management, Inc.	VA0001666712	Apr. 10, 2009	OSTRICH
Build-A-Bear Retail Management, Inc.	VA0001058516	Jan. 8, 2001	OUR FOUNDING TEDDY
Build-A-Bear Retail Management, Inc.	VA0001691161	Nov. 18, 2009	OWL
Build-A-Bear Retail Management, Inc.	VA0001386743	Nov. 9, 2006	PACHYCEPHALOSAURUS
Build-A-Bear Retail Management, Inc.	VA0001655767	Feb. 15, 2008	PANDA
Build-A-Bear Retail Management, Inc.	VA0001735823	Aug. 27, 2010	PARROT
Build-A-Bear Retail Management, Inc.	VA0001692875	Nov. 18, 2009	PATRIOTIC PUP
Build-A-Bear Retail Management, Inc.	VA0001692898	Nov. 18, 2009	PATRIOTIC PUP
Build-A-Bear Retail Management, Inc.	VA0001735824	Aug. 27, 2010	PAWFECTLY HUGGABLE BUNNY

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Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001654793	Nov. 26, 2008	PAWLETTE COUFUR (AVATAR)
Build-A-Bear Retail Management, Inc.	VA0001638173	Jun. 18, 2008	PAWSOME PANDA BEAR
Build-A-Bear Retail Management, Inc.	VA0001656277	Feb. 15, 2008	PAWSOME PINK BUNNY
Build-A-Bear Retail Management, Inc.	VA0001692878	Nov. 18, 2009	PAWSOME PONY
Build-A-Bear Retail Management, Inc.	VA0001735859	Aug. 27, 2010	PEACE AND FRIENDSHIP
Build-A-Bear Retail Management, Inc.	VA0001709783	Aug. 26, 2009	PEACE AND HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001735146	Aug. 27, 2010	PEACE AND SMILES BEAR
Build-A-Bear Retail Management, Inc.	VA0001735780	Aug. 27, 2010	PEACE BEAR
Build-A-Bear Retail Management, Inc.	VAu000477675	Aug. 30, 1999	PERKY PENGUIN
Build-A-Bear Retail Management, Inc.	VA0001670921	Jun. 8, 2009	PINK APATOSAURUS II
Build-A-Bear Retail Management, Inc.	VA0001656313	Feb. 15, 2008	PINK HEARTS TEDDY
Build-A-Bear Retail Management, Inc.	VA0001377498	Nov. 24, 2006	PINK KISSES FUR YOU TEDDY
Build-A-Bear Retail Management, Inc.	VA0001393638	Dec. 29, 2006	PINK POODLE
Build-A-Bear Workshop, Inc.	VA0001223319	Jul. 26, 2003	PLAYFUL PENGUIN
Build-A-Bear Retail Management, Inc.	VA0001377506	Nov. 24, 2006	PLAYFUL PUPPY
Build-A-Bear Retail Management, Inc.	VA0001393628	Dec. 29, 2006	POLAR BEAR
Build-A-Bear Retail Management, Inc.	VA0001162604	June 13, 2002	POLAR BEAR

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001694627	Nov. 3, 2009	POLAR BEAR
Build-A-Bear Retail Management, Inc.	VA0001393618	Dec. 29, 2006	POODLE PURSE
Build-A-Bear Retail Management, Inc.	VA0001655727	Feb. 15, 2008	PRAIRIE DOG
Build-A-Bear Retail Management, Inc.	VA0001636936	Jun. 5, 2008	PRECIOUS PINK TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655655	Feb. 15, 2008	PRETTY POODLE
Build-A-Bear Workshop, Inc.	TX0006106141	Feb. 3, 2005	PRINCESS BEAR
Build-A-Bear Retail Management, Inc.	VA0001655728	Feb. 15, 2008	PRINCESS KITTY
Build-A-Bear Retail Management, Inc.	VA0001116605	Jun. 19, 2001	PRINT SHIRT : NO. 1
Build-A-Bear Retail Management, Inc.	VA0001116603	Jun. 19, 2001	PRINT SHIRT : NO. 2
Build-A-Bear Retail Management, Inc.	VA0001116602	Jun. 19, 2001	PRINT SHIRT : NO. 3
Build-A-Bear Retail Management, Inc.	VA0001386744	Nov. 9, 2006	PTERANODON
Build-A-Bear Workshop, Inc.	VA0001253452	Mar. 17, 2004	PUDGIE PIG
Build-A-Bear Retail Management, Inc.	VA0001694612	Nov. 3, 2009	PUERTO RICO BEAR
Build-A-Bear Retail Management, Inc.	VA0001656415	Feb. 15, 2008	PUG
Build-A-Bear Retail Management, Inc.	VA0001655237	Dec. 22, 2008	PUMPKIN FUN KITTY
Build-A-Bear Workshop, Inc.	VA0001223318	Jul. 26, 2003	READ TEDDY
Build-A-Bear Retail Management, Inc.	VA0001352857	Oct. 31, 2005	RED CURLY HAired SWEETHEART DOLL

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001670275	May 27, 2009	RED KANGAROO
Build-A-Bear Workshop, Inc.	VAu000624375	Nov. 18, 2003	RED STRAIGHT HAired SIDE PONYTAILED DOLL
Build-A-Bear Retail Management, Inc.	VA0001393620	Dec. 29, 2006	RINGTAIL LEMUR
Build-A-Bear Retail Management, Inc.	VA0001079953	Feb. 14, 2001	ROLY POLY PANDA
Build-A-Bear Retail Management, Inc.	VA0001377489	Nov. 24, 2006	SASSY KITTY
Build-A-Bear Retail Management, Inc.	VA0001139060	May 17, 2001	SATIN PJ
Build-A-Bear Retail Management, Inc.	VA0001666824	Apr. 14, 2009	SCOTTIE DOG
Build-A-Bear Retail Management, Inc.	VA0001656286	Feb. 15, 2008	SCRUFFY PUPPY
Build-A-Bear Retail Management, Inc.	VA0001393613	Dec. 29, 2006	SEA LION
Build-A-Bear Retail Management, Inc.	VA0001058526	Jan. 8, 2001	SHAGGY BEAR
Build-A-Bear Retail Management, Inc.	VA0001058525	Jan. 8, 2001	SHAGGY DOG
Build-A-Bear Retail Management, Inc.	VA0001735803	Aug. 27, 2010	SHAGGY PUP
Build-A-Bear Workshop, Inc.	VA0001253442	Mar. 17, 2004	SHAGGY TEDDY
Build-A-Bear Retail Management, Inc.	VA0001666848	Apr. 14, 2009	SHOOTING STARS UNICORN
Build-A-Bear Retail Management, Inc.	VA0001116606	Jun. 19, 2001	SKELETON
Build-A-Bear Retail Management, Inc.	VA0001143714	Oct. 10, 2001	SKIER
Build-A-Bear Retail Management, Inc.	VA0001143709	Oct. 10, 2001	SLEEP TEE WITH BOXER

Exhibits to Intellectual Property Security Agreement

TRADEMARK
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Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001666945	Apr. 14, 2009	SNAZZY KITTY
Build-A-Bear Retail Management, Inc.	VA0001745459	Oct. 21, 2010	SNOW HUGS TEDDY
Build-A-Bear Retail Management, Inc.	VA0001393629	Dec. 29, 2006	SNOW LEOPARD
Build-A-Bear Retail Management, Inc.	VA0001752943	Dec. 15, 2010	SPEAKER STARZ BLACK
Build-A-Bear Retail Management, Inc.	VA0001752956	Dec. 15, 2010	SPEAKER STARZ PINK
Build-A-Bear Retail Management, Inc.	VA0001670763	Jun. 8, 2009	SPINOSAURUS
Build-A-Bear Retail Management, Inc.	VA0000930684	Mar. 2, 1998	SPOOL DESIGN
Build-A-Bear Retail Management, Inc.	VA0001655670	Feb. 15, 2008	SPRING BEAR
Build-A-Bear Retail Management, Inc.	VA0001393633	Dec. 29, 2006	SPRING CHICK
Build-A-Bear Retail Management, Inc.	VA0001666825	Apr. 14, 2009	SPRING HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001393614	Dec. 29, 2006	SPRINGTIME FUN BUNNY
Build-A-Bear Retail Management, Inc.	VA0001139059	May 17, 2001	ST. PAT'S MARKETING TEE
Build-A-Bear Retail Management, Inc.	VA0001724660	Jun. 29, 2010	STAR OF DAVID BEAR
Build-A-Bear Retail Management, Inc.	VA0001386742	Nov. 9, 2006	STEGOSAURUS
Build-A-Bear Retail Management, Inc.	VA0000906634	Jan. 26, 1998	STITCH ME TABLE
Build-A-Bear Retail Management, Inc.	VA0000850954	Jan. 23, 1998	STITCH ME
Build-A-Bear Retail Management, Inc.	VA0000850950	Jan. 23, 1998	STUFF ME

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0000906637	Jan. 26, 1998	STUFFING COLUMNS
Build-A-Bear Workshop, Inc.	TX0006011140	Jul. 12, 2004	STYLE GUIDE
Build-A-Bear Retail Management, Inc.	VA0001655466	Feb. 15, 2008	SUMMER BEAR
Build-A-Bear Retail Management, Inc.	VA0001666947	Apr. 14, 2009	SUMMER HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001724658	Jun. 29, 2010	SWEET CUDDLES PINK AND BLUE
Build-A-Bear Retail Management, Inc.	VA0001655734	Feb. 15, 2008	SWEET HUGS & KISSES TEDDY
Build-A-Bear Retail Management, Inc.	VA0001737508	Aug. 27, 2010	SWEET SMILES TEDDY
Build-A-Bear Retail Management, Inc.	VA0001655459	Feb. 15, 2008	TAN SWIRL BUNNY
Build-A-Bear Retail Management, Inc.	VA0001655240	Dec. 22, 2008	TED THE TAILOR BEAR
Build-A-Bear Retail Management, Inc.	VA0001393634	Dec. 29, 2006	TEDDY O'SHAMROCK
Build-A-Bear Retail Management, Inc.	VA0001393635	Dec. 29, 2006	TIE DYE TEDDY
Build-A-Bear Retail Management, Inc.	VA0001116604	Jun. 29, 2001	TIE DYE TEE
Build-A-Bear Retail Management, Inc.	VA0001735835	Aug. 27, 2010	TIGER
Build-A-Bear Retail Management, Inc.	VA0001674224	Jun. 29, 2009	TODDY BEAR
Build-A-Bear Retail Management, Inc.	VA0001651739	Nov. 6, 2008	TOFFEE TEDDY
Build-A-Bear Retail Management, Inc.	VA0001656410	Feb. 15, 2008	TREASURED TOPAZ TEDDY
Build-A-Bear Retail Management, Inc.	VA0001393619	Dec. 29, 2006	TREE FROG

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001655584	Feb. 15, 2008	TREKIN TURTLE
Build-A-Bear Retail Management, Inc.	VA0001386740	Nov. 9, 2006	TRICERATOPS
Build-A-Bear Retail Management, Inc.	VA0001670914	Jun. 8, 2009	TRICERATOPS II
Build-A-Bear Retail Management, Inc.	VA0001651637	Nov. 6, 2008	TURKEY
Build-A-Bear Retail Management, Inc.	VA0001735821	Aug. 27, 2010	TURNER OWL
Build-A-Bear Retail Management, Inc.	VA0001386739	Nov. 9, 2006	TYRANNOSAURUS REX
Build-A-Bear Retail Management, Inc.	VA0001670815	Jun. 8, 2009	TYRANNOSAURUS REX-GREEN
Build-A-Bear Retail Management, Inc.	VA0001393639	Dec. 29, 2006	UNICORN
Build-A-Bear Retail Management, Inc.	VA0001393612	Dec. 29, 2006	UNICORN PURSE
Build-A-Bear Retail Management, Inc.	VA0001637395	Jun. 18, 2008	USA SPIRIT TEDDY
Build-A-Bear Retail Management, Inc.	VA0001079750	Jan. 25, 2001	VALENTINE BEAR, 1999
Build-A-Bear Retail Management, Inc.	VAu000479496	Nov. 29, 1999	VALENTINE BEAR 2000
Build-A-Bear Retail Management, Inc.	VA0001377491	Nov. 24, 2006	VALENTINE HUGS TEDDY
Build-A-Bear Retail Management, Inc.	VA0001377503	Nov. 24, 2006	VANILLA CUB
Build-A-Bear Retail Management, Inc.	VA0001393615	Dec. 29, 2006	VELVET PUPPY
Build-A-Bear Retail Management, Inc.	VA0001666949	Apr. 14, 2009	VELVET PUPPY II
Build-A-Bear Retail Management, Inc.	VA0001377494	Nov. 24, 2006	VELVET TEDDY

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001058521	Jan. 8, 2001	VINTAGE BEAR
Build-A-Bear Workshop, Inc.	VA0001253447	Mar. 17, 2004	WESTIE
Build-A-Bear Workshop, Inc.	TX0006110759	Feb. 18, 2005	WHAT'S A BEAR TO WEAR?
Build-A-Bear Retail Management, Inc.	VA0001074291	Jan. 8, 2001	WHITE BUNNY
Build-A-Bear Retail Management, Inc.	VA0001655741	Feb. 15, 2008	WHITE FLUFFY PUPPY
Build-A-Bear Retail Management, Inc.	VA0001162601	Jun. 13, 2002	WHITE TIGER
Build-A-Bear Retail Management, Inc.	VA0001655664	Feb. 15, 2008	WHITE TIGER
Build-A-Bear Retail Management, Inc.	VA0001655666	Feb. 15, 2008	WINTER BEAR
Build-A-Bear Retail Management, Inc.	VA0001694663	Nov. 3, 2009	WINTER HUGS BEAR
Build-A-Bear Retail Management, Inc.	VA0001694236	Nov. 3, 2009	WWF GRAY WOLF
Build-A-Bear Retail Management, Inc.	VA0001666916	Apr. 13, 2009	YEAR OF THE OX
Build-A-Bear Retail Management, Inc.	VA0001393617	Dec. 29, 2006	YELLOW LAB
Build-A-Bear Retail Management, Inc.	VA0001652532	Nov. 17, 2008	ZEBRA
Build-A-Bear Retail Management, Inc.	VA0000906635	Nov. 29, 1999	ZIPPER COLUMNS
Build-A-Bear Retail Management, Inc.	VA0001666862	Apr. 13, 2009	ZOO - BACTRIAN CAMEL
Build-A-Bear Retail Management, Inc.	VA0001666924	Apr. 13, 2009	ZOO BLACK JAGUAR W/MEDALLION
Build-A-Bear Retail Management, Inc.	VA0001666889	Apr. 13, 2009	ZOO NORTH AMERICAN RIVER OTTER

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0001666629	Apr. 9, 2009	ZOO POLAR BEAR

Copyright Licenses

None.

EXHIBIT B

List of United States and Canadian Patents and Patent Licenses

Patent Registrations and Applications

UNITED STATES PATENTS

Registrations:

Company	Registration Number	Registration Date	Description
Build-A-Bear Retail Management, Inc.	U.S. Design Patent No. D801,398S	Oct. 31, 2017	Stuffing Machine
Build-A-Bear Retail Management, Inc.	U.S. Design Patent No. D801,399S	Oct. 31, 2017	Stuffing Machine
Build-A-Bear Retail Management, Inc.	U.S. Patent No. 9,072,973	Jul. 7, 2015	Interactive Play Station
Build-A-Bear Retail Management, Inc.	U.S. Patent No. 9,235,949	Jan. 12, 2016	Point-of-sale integrated storage devices, systems for programming integrated storage devices, and methods for providing custom sounds to toys

CANADIAN PATENTS

Registrations:

Company	Registration Number	Registration Date	Country/State	Description
Build-A-Bear Retail Management, Inc.	Canadian Patent No. 2835718	Jul. 12, 2016	Canada	Point-of-sale integrated storage devices, systems for programming integrated storage devices, and methods for providing custom sounds to toys

Patent Licenses

None.

EXHIBIT C

List of United States and Canadian Trademarks and Trademark Licenses

Trademark Registrations and Applications

UNITED STATES TRADEMARKS

Registrations:

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2564834	Apr. 30, 2002	AIR BATH DESIGN
Build-A-Bear Retail Management, Inc.	5892928	Oct. 22, 2019	AMBEARSADOR
Build-A-Bear Retail Management, Inc.	2329718	Mar. 14, 2000	A PAWSITIVELY FUN FAMILY EXPERIENCE
Build-A-Bear Retail Management, Inc.	2653024	Nov. 26, 2002	AUDIO SOUND STATION DESIGN
Build-A-Bear Retail Management, Inc.	4699552	Mar. 10, 2015	BAB & DESIGN
Build-A-Bear Retail Management, Inc.	4699549	Mar. 10, 2015	BAB & DESIGN
Build-A-Bear Retail Management, Inc.	2553637	Mar. 26, 2002	BABW
Build-A-Bear Retail Management, Inc.	2787672	Nov. 25, 2003	BEAR BUCK\$
Build-A-Bear Retail Management, Inc.	3279249	Aug. 14, 2007	BEAR BUILDER
Build-A-Bear Retail Management, Inc.	2709652	Apr. 22, 2003	BEAR REPAIR HOSPITAL
Build-A-Bear Retail Management, Inc.	2649643	Nov. 12, 2002	BEAR STUFF
Build-A-Bear Retail Management, Inc.	2613353	Aug. 27, 2002	BEAR STUFF CLEANER
Build-A-Bear Retail Management, Inc.	2500840	Oct. 23, 2001	BEARARMOIRE

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2588823	Jul. 2, 2002	BEAREMY
Build-A-Bear Retail Management, Inc.	2385610	Sept. 12, 2000	BEAREMY
Build-A-Bear Retail Management, Inc.	2742050	Jul. 29, 2003	BEAREMY'S BOOK CLUB
Build-A-Bear Retail Management, Inc.	2767510	Sept. 23, 2003	BEAREMY'S KENNEL PALS
Build-A-Bear Retail Management, Inc.	2344561	Apr. 25, 2000	BEAR FACE DESIGN
Build-A-Bear Retail Management, Inc.	4422258	Oct. 22, 2013	BEARVILLE
Build-A-Bear Retail Management, Inc.	2649756	Nov. 12, 2002	BEAR WITH HEART STORE FIXTURE
Build-A-Bear Retail Management, Inc.	2364847	Jul. 4, 2000	BEARY NEWSWORTHY
Build-A-Bear Retail Management, Inc.	2567345	May 7, 2002	BEARY TURF SHOE
Build-A-Bear Retail Management, Inc.	2532203	Jan. 22, 2002	BEARYJANE
Build-A-Bear Retail Management, Inc.	4099196	Feb. 14, 2012	BUILD A BASKET
Build-A-Bear Retail Management, Inc.	2428666	Feb. 13, 2001	BUILD A BEAR WORKSHOP & STORE FRONT DESIGN (2 COLUMNS)
Build-A-Bear Retail Management, Inc.	3741249	Jan. 19, 2010	BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	4901084	Feb. 16, 2016	BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	4988107	Jun. 28, 2016	BUILD-A-BEAR EST. 1997 & DESIGN
Build-A-Bear Retail Management, Inc.	2553748	Mar. 26, 2002	BUILD-A-BEAR WORKSHOP

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2756424	Aug. 26, 2003	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	2889037	Sept. 28, 2004	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	3435894	May 27, 2008	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	2598778	Jul. 23, 2002	BUILD-A-BEAR WORKSHOP & DESIGN
Build-A-Bear Retail Management, Inc.	4889678	Jan. 19, 2016	BUILD-A-BEAR WORKSHOP & DESIGN
Build-A-Bear Retail Management, Inc.	4905206	Feb. 23, 2016	BUILD-A-BEAR WORKSHOP & DESIGN
Build-A-Bear Retail Management, Inc.	2633892	Oct. 15, 2002	BUILD-A-BEAR WORKSHOP WHERE BEST FRIENDS ARE MADE
Build-A-Bear Retail Management, Inc.	2884223	Sept. 14, 2004	BUILDABEAR.COM
Build-A-Bear Retail Management, Inc.	3197448	Jan. 9, 2007	BUILD-A-DINO
Build-A-Bear Retail Management, Inc.	5892935	Oct. 22, 2019	BUILD-A-MASCOT
Build-A-Bear Retail Management, Inc.	2411678	Dec. 12, 2000	BUILD-A-PARTY
Build-A-Bear Retail Management, Inc.	2750746	Aug. 12, 2003	BUILD-A-SOUND
Build-A-Bear Retail Management, Inc.	2606265	Aug. 13, 2002	BUTTON DESIGN
Build-A-Bear Retail Management, Inc.	2551431	Mar. 26, 2002	BUTTON WALL & SPOOL DESIGN
Build-A-Bear Retail Management, Inc.	2357948	Jun. 13, 2000	COLLECTIBEAR
Build-A-Bear Retail Management, Inc.	2383553	Sept. 5, 2000	COLLECTIBUNNY

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2795408	Dec. 16, 2003	CORBEARATE
Build-A-Bear Retail Management, Inc.	2602701	Jul. 30, 2002	CORBEARATE
Build-A-Bear Retail Management, Inc.	5715371	Apr. 2, 2019	COUNT YOUR CANDLES
Build-A-Bear Retail Management, Inc.	2286392	Oct. 12, 1999	CUB CONDO
Build-A-Bear Retail Management, Inc.	2351181	May 23, 2000	CUB CONDO DESIGN
Build-A-Bear Retail Management, Inc.	2508467	Nov. 20, 2001	CUB CONDO DESIGN
Build-A-Bear Retail Management, Inc.	6048618	May 5, 2020	CYBEAR
Build-A-Bear Retail Management, Inc.	2556306	Apr. 2, 2002	DUAL ZIPPER DESIGN
Build-A-Bear Retail Management, Inc.	2279762	Sept. 21, 1999	FIND-A-BEAR
Build-A-Bear Retail Management, Inc.	4699881	Mar. 10, 2015	FUN IS AT THE HEART OF THE PARTY
Build-A-Bear Retail Management, Inc.	3133356	Aug. 22, 2006	HEART IN BEAR DESIGN
Build-A-Bear Retail Management, Inc.	2399648	Oct. 31, 2000	HEART STUFF & DESIGN
Build-A-Bear Retail Management, Inc.	2421714	Jan. 16, 2001	HIBERNITIES
Build-A-Bear Retail Management, Inc.	4160200	Jun. 19, 2012	HUG A CUB
Build-A-Bear Retail Management, Inc.	2298153	Dec. 7, 1999	LIL CUB
Build-A-Bear Retail Management, Inc.	2510460	Nov. 20, 2001	LOVE IS THE STUFF INSIDE
Build-A-Bear Retail Management, Inc.	2666683	Dec. 24, 2002	LUCK O' THE BEARISH

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2593815	Jul. 16, 2002	MAKING FRIENDS THAT MAKE A DIFFERENCE
Build-A-Bear Retail Management, Inc.	2735147	Jul. 8, 2003	PAW PRINT & HEART DESIGN
Build-A-Bear Retail Management, Inc.	4605420	Sept. 16, 2014	PAWLETTE
Build-A-Bear Retail Management, Inc.	5721222	Apr. 9, 2019	PAY YOUR AGE
Build-A-Bear Retail Management, Inc.	5904997	Nov. 5, 2019	REINDEALS
Build-A-Bear Retail Management, Inc.	2801525	Dec. 30, 2003	SAY IT WITH SOUND
Build-A-Bear Retail Management, Inc.	2371160	Jul. 25, 2000	SHIRTS ILLUSTRATED
Build-A-Bear Retail Management, Inc.	2353089	May 30, 2000	SPOOL DESIGN
Build-A-Bear Retail Management, Inc.	2476044	Aug. 7, 2001	STITCHED WITH LOVE
Build-A-Bear Retail Management, Inc.	2923018	Feb. 1, 2005	STUFF FUR STUFF
Build-A-Bear Retail Management, Inc.	3635274	Jun. 9, 2009	STUFFED WITH HUGS
Build-A-Bear Retail Management, Inc.	2489096	Sept. 11, 2001	STUFFED WITH HUGS AND GOOD WISHES
Build-A-Bear Retail Management, Inc.	2559105	Apr. 9, 2002	STUFFING COLUMN DESIGN
Build-A-Bear Retail Management, Inc.	2355598	Jun. 6, 2000	TEDDYLOGY
Build-A-Bear Retail Management, Inc.	2747394	Aug. 5, 2003	THE BEAR PROMISE
Build-A-Bear Retail Management, Inc.	4699702	Mar. 10, 2015	THE MOST FUN YOU'LL EVER MAKE
Build-A-Bear Retail Management, Inc.	2554581	Apr. 2, 2002	TINY TEES

Company	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	2586617	Jun. 25, 2002	UNDIBEAR
Build-A-Bear Retail Management, Inc.	2602016	Jul. 30, 2002	WHERE BEST FRIENDS ARE MADE
Build-A-Bear Retail Management, Inc.	3314140	Oct. 16, 2007	WHERE WILD AND WONDERFUL FRIENDS ARE MADE
Build-A-Bear Retail Management, Inc.	2830770	Apr. 6, 2004	WORKSHOP

Applications:

Company	Application Number	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	88123840	Sept. 19, 2018	BEARY LIMITED
Build-A-Bear Retail Management, Inc.	88821897	Mar. 5, 2020	BUILD-A-BOOK
Build-A-Bear Retail Management, Inc.	90053962	Jul. 15, 2020	BUILD-A-BEAR RADIO & DESIGN
Build-A-Bear Retail Management, Inc.	90053966	Jul. 15, 2020	BUILD-A-BEAR RADIO
Build-A-Bear Retail Management, Inc.	88711829	Dec. 2, 2019	CYBEAR MONDAY
Build-A-Bear Retail Management, Inc.	88550800	Jul. 30, 2019	HEARTLINE
Build-A-Bear Retail Management, Inc.	88550795	Jul. 30, 2019	HEARTLINE
Build-A-Bear Retail Management, Inc.	88550790	Jul. 30, 2019	HEARTLINE ENTERTAINMENT AND PRODUCTIONS
Build-A-Bear Retail Management, Inc.	88550782	Jul. 30, 2019	HEARTLINE ENTERTAINMENT AND PRODUCTIONS
Build-A-Bear Retail Management, Inc.	88550777	Jul. 30, 2019	HEARTLINE RECORDS

Company	Application Number	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	88550772	Jul. 30, 2019	HEARTLINE RECORDS

CANADIAN TRADEMARKS

Registrations:

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA683100	Mar. 7, 2007	FRIENDS 2B MADE & TAPE MEASURE DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA683076	Mar. 7, 2007	2B & HEART DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA708552	Feb. 29, 2008	2B COLORFUL
Build-A-Bear Retail Management, Inc.	Canada	TMA694864	Aug. 28, 2007	2B N THE KNOW
Build-A-Bear Retail Management, Inc.	Canada	TMA696113	Sept. 11, 2007	2B PRETTY
Build-A-Bear Retail Management, Inc.	Canada	TMA683106	Mar. 7, 2007	2DAY'S HOTTEST NEWS 4 THE COOLEST GIRLS
Build-A-Bear Retail Management, Inc.	Canada	TMA685597	Apr. 5, 2007	4 GR8 STYLE
Build-A-Bear Retail Management, Inc.	Canada	TMA746369	Aug. 27, 2009	A FRIEND FUR ALL SEASONS
Build-A-Bear Retail Management, Inc.	Canada	TMA617564	Aug. 25, 2004	AIR BATH DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA744773	Aug. 6, 2009	ATELIER
Build-A-Bear Retail Management, Inc.	Canada	TMA696114	Sept. 11, 2007	B HEARD
Build-A-Bear Retail Management, Inc.	Canada	TMA634675	Mar. 9, 2005	B.FURBULOUS
Build-A-Bear Retail Management, Inc.	Canada	TMA924421	Dec. 23, 2015	BAB HEART PAWPRINT & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA597822	Dec. 17, 2003	BABW

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA690341	Jun. 20, 2007	BEAR BOOTIQUE
Build-A-Bear Retail Management, Inc.	Canada	TMA613745	Jun. 28, 2004	BEAR BUCK\$
Build-A-Bear Retail Management, Inc.	Canada	TMA827033	Jun. 22, 2012	BEAR FLAIR
Build-A-Bear Retail Management, Inc.	Canada	TMA585271	Jul. 16, 2003	BEAR HEAD DESIGN (FACE)
Build-A-Bear Retail Management, Inc.	Canada	TMA705238	Jan. 22, 2008	BEAR MASCOT WITH JERSEY AND HAT
Build-A-Bear Retail Management, Inc.	Canada	TMA890632	Nov. 24, 2014	BEAR VALLEY
Build-A-Bear Retail Management, Inc.	Canada	TMA584124	Jun. 20, 2003	BEAREMY
Build-A-Bear Retail Management, Inc.	Canada	TMA603343	Feb. 26, 2004	BEAREMY
Build-A-Bear Retail Management, Inc.	Canada	TMA663240	Apr. 25, 2006	BEAREMY'S BOOK CLUB
Build-A-Bear Retail Management, Inc.	Canada	TMA695717	Sept. 6, 2007	BEAREMY'S DESIGN DEN
Build-A-Bear Retail Management, Inc.	Canada	TMA585416	Jul. 16, 2003	BEAREMY'S KENNEL PALS
Build-A-Bear Retail Management, Inc.	Canada	TMA729655	Nov. 27, 2008	BEARISM
Build-A-Bear Retail Management, Inc.	Canada	TMA745136	Aug. 12, 2009	BEARISM
Build-A-Bear Retail Management, Inc.	Canada	TMA767014	May 17, 2010	BEARVILLE OUTFITTERS
Build-A-Bear Retail Management, Inc.	Canada	TMA641075	Jun. 1, 2005	BEARY LIMITED
Build-A-Bear Retail Management, Inc.	Canada	TMA712817	Apr. 25, 2008	BUILD-A-BEAR

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA820698	Mar. 26, 2012	BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	Canada	TMA950073	Sept. 21, 2016	BUILD-A-BEAR & Design
Build-A-Bear Retail Management, Inc.	Canada	TMA685866	Apr. 12, 2007	BUILD-A-BEAR FRIENDSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA701847	Nov. 27, 2007	BUILD-A-BEAR FRIENDSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA799128	Jun. 2, 2011	BUILD-A-BEAR SMALLFRYS
Build-A-Bear Retail Management, Inc.	Canada	TMA581903	May 20, 2003	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA600108	Jan. 21, 2004	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA745821	Aug. 20, 2009	BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA600938	Jan. 29, 2004	BUILD-A-BEAR WORKSHOP & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA958161	Dec. 15, 2016	BUILD-A-BEAR WORKSHOP & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA713269	May 1, 2008	BUILD-A-BEAR WORKSHOP CHOOSE ME HEAR ME STUFF ME STITCH ME FLUFF ME DRESS ME NAME ME TAKE ME HOME & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA574004	Jan. 20, 2003	BUILD-A-BEAR WORKSHOP WHERE BEST FRIENDS ARE MADE & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA702201	Dec. 4, 2007	BUILD-A-DINO

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA628986	Dec. 22, 2004	BUILD-A-DOLL WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA708566	Feb. 29, 2008	BUILD-A-HERO
Build-A-Bear Retail Management, Inc.	Canada	TMA586264	Jul. 30, 2003	BUILD-A-PARTY
Build-A-Bear Retail Management, Inc.	Canada	TMA715969	Jun. 5, 2008	BUILD-A-PUZZLE
Build-A-Bear Retail Management, Inc.	Canada	TMA715968	Jun. 5, 2008	BUILD-A-STORY
Build-A-Bear Retail Management, Inc.	Canada	TMA628138	Dec. 10, 2004	CHOOSE ME STUFF ME LOVE ME
Build-A-Bear Retail Management, Inc.	Canada	TMA584029	Jun. 18, 2003	CHOOSE ME, HEAR ME, STUFF ME, STITCH ME, FLUFF ME, NAME ME, DRESS ME, TAKE ME HOME
Build-A-Bear Retail Management, Inc.	Canada	TMA686604	Apr. 26, 2007	CLOTHES HANGER DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA708364	Feb. 27, 2008	COLLECTIDOLL
Build-A-Bear Retail Management, Inc.	Canada	TMA708551	Feb. 29, 2008	COLLECTIFRIEND
Build-A-Bear Retail Management, Inc.	Canada	TMA677909	Nov. 30, 2006	COLLECTIWEAR
Build-A-Bear Retail Management, Inc.	Canada	TMA723535	Sept. 12, 2008	COLLECTOSAUR
Build-A-Bear Retail Management, Inc.	Canada	TMA786626	Jan. 7, 2011	COMFY STUFF BY BUILD-A-BEAR WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA548087	Jul. 12, 2001	CUB CONDO
Build-A-Bear Retail Management, Inc.	Canada	TMA656038	Jan. 4, 2006	CUB CONDO DESIGN

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA708561	Feb. 29, 2008	DINO DEN
Build-A-Bear Retail Management, Inc.	Canada	TMA722926	Sept. 4, 2008	DINOISM
Build-A-Bear Retail Management, Inc.	Canada	TMA708565	Feb. 29, 2008	DOLL GRAM
Build-A-Bear Retail Management, Inc.	Canada	TMA677651	Nov. 27, 2006	DOLL STUFF
Build-A-Bear Retail Management, Inc.	Canada	TMA548088	Jul. 12, 2001	FIND-A-BEAR
Build-A-Bear Retail Management, Inc.	Canada	TMA708448	Feb. 28, 2008	FIND-A-FRIENDOSAUR
Build-A-Bear Retail Management, Inc.	Canada	TMA689842	Jun. 14, 2007	FOSSIL FEET
Build-A-Bear Retail Management, Inc.	Canada	TMA683079	Mar. 7, 2007	FRIENDS 2 CHOOSE
Build-A-Bear Retail Management, Inc.	Canada	TMA686084	Apr. 17, 2007	FRIENDS 2 CHOOSE STUFFING 2 DO FASHIONS 2 WEAR NAMES 2 GIVE FRIENDS 2BMADE OVER READY 2 GO
Build-A-Bear Retail Management, Inc.	Canada	TMA690132	Jun. 19, 2007	FRIENDS 2B FOUND
Build-A-Bear Retail Management, Inc.	Canada	TMA690131	Jun. 19, 2007	FRIENDS 2B MADE OVER
Build-A-Bear Retail Management, Inc.	Canada	TMA708563	Feb. 29, 2008	FRIENDS 2B MADE SWEETHEARTS
Build-A-Bear Retail Management, Inc.	Canada	TMA833875	Oct. 5, 2012	FRIENDS COUNT CELEBRATING 100 MILLION FRIENDS MADE & DESIGN
Build-a-Bear Retail Management, Inc.	Canada	TMA712381	Apr. 22, 2008	FRIENDSHIP FUNDS

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA768806	Jun. 4, 2010	FRIENDSHIP VALLEY
Build-A-Bear Retail Management, Inc.	Canada	TMA686132	Apr. 18, 2007	FRIENDSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA688675	May 31, 2007	FURBULOUS FASHION DESIGN CONTEST
Build-A-Bear Retail Management, Inc.	Canada	TMA647484	Sept. 7, 2005	GIVE A GREAT GIFT EXPERIENCE
Build-A-Bear Retail Management, Inc.	Canada	TMA633507	Feb. 23, 2005	HEART DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA631226	Jan. 26, 2005	HEART IN BUNNY DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA704447	Jan. 11, 2008	HEART IN DINOSAUR DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA625509	Nov. 16, 2004	HEART IN DOG DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA723378	Sept. 10, 2008	HEART STUFF
Build-A-Bear Retail Management, Inc.	Canada	TMA586400	Aug. 1, 2003	HEART STUFF & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA746367	Aug. 27, 2009	HEMOCATION
Build-A-Bear Retail Management, Inc.	Canada	TMA656841	Jan. 18, 2006	HUG FREELY
Build-A-Bear Retail Management, Inc.	Canada	TMA647381	Sept. 7, 2005	IT'S HIP TO HELP
Build-A-Bear Retail Management, Inc.	Canada	TMA745319	Aug. 13, 2009	LIBRARY
Build-A-Bear Retail Management, Inc.	Canada	TMA702662	Dec. 7, 2007	LIFETIME CLAW PASS
Build-A-Bear Retail Management, Inc.	Canada	TMA683862	Mar. 16, 2007	MR. & MRS. SANTA PAWS

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA683472	Mar. 13, 2007	NAMES 2 GIVE
Build-A-Bear Retail Management, Inc.	Canada	TMA670027	Aug. 16, 2006	NIKKI'S NETWORK
Build-A-Bear Retail Management, Inc.	Canada	TMA924431	Dec. 23, 2015	PAWLETTE
Build-A-Bear Retail Management, Inc.	Canada	TMA590922	Sept. 26, 2003	PAWLETTE COUFUR
Build-A-Bear Retail Management, Inc.	Canada	TMA827034	Jun. 22, 2012	PAWPAD
Build-A-Bear Retail Management, Inc.	Canada	TMA751013	Oct. 23, 2009	PAWSITIVELY GREEN
Build-A-Bear Retail Management, Inc.	Canada	TMA751014	Oct. 23, 2009	PAWSITIVELY GREEN
Build-A-Bear Retail Management, Inc.	Canada	TMA663241	Apr. 25, 2006	READ TEDDY
Build-A-Bear Retail Management, Inc.	Canada	TMA683473	Mar. 13, 2007	READY 2 GO
Build-A-Bear Retail Management, Inc.	Canada	TMA690133	Jun. 19, 2007	ROOMS 2 CREATE
Build-A-Bear Retail Management, Inc.	Canada	TMA679148	Jan. 9, 2007	ROOMS 2B MADE
Build-A-Bear Retail Management, Inc.	Canada	TMA763446	Apr. 7, 2010	SAY IT WITH SOUND
Build-A-Bear Retail Management, Inc.	Canada	TMA678725	Dec. 22, 2006	SHOE HANGER DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA600991	Jan. 30, 2004	SHOE SOLE #2 DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA671940	Sept. 1, 2006	SMILE EAR 2 EAR HERE
Build-A-Bear Retail Management, Inc.	Canada	TMA583835	Jun. 16, 2003	STITCHED WITH LOVE

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA617498	Aug. 24, 2004	STORE FRONT DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA617609	Aug. 25, 2004	STUFFED WITH HUGS AND GOOD WISHES
Build-A-Bear Retail Management, Inc.	Canada	TMA690118	Jun. 19, 2007	STUFFING 2 DO
Build-A-Bear Retail Management, Inc.	Canada	TMA586416	Aug. 1, 2003	TEDDYLOGY
Build-A-Bear Retail Management, Inc.	Canada	TMA691104	Jun. 29, 2007	THE BEAR PROMISE
Build-A-Bear Retail Management, Inc.	Canada	TMA924413	Dec. 23, 2015	THE MOST FUN YOU'LL EVER MAKE
Build-A-Bear Retail Management, Inc.	Canada	TMA721166	Aug. 18, 2008	TRUE FRIENDSHIP IS NEVER EXTINCT
Build-A-Bear Retail Management, Inc.	Canada	TMA683077	Mar. 7, 2007	T'S BY ME
Build-A-Bear Retail Management, Inc.	Canada	TMA798745	May 27, 2011	TURNER OWL
Build-A-Bear Retail Management, Inc.	Canada	TMA768814	Jun. 4, 2010	WELCOME TO HUGSVILLE
Build-A-Bear Retail Management, Inc.	Canada	TMA686219	Apr. 18, 2007	WHERE BEST FRIENDOSAURS ARE MADE
Build-A-Bear Retail Management, Inc.	Canada	TMA718941	Jul. 22, 2008	WHERE BEST FRIENDS ARE OUT OF THIS WORLD
Build-A-Bear Retail Management, Inc.	Canada	TMA685867	Apr. 12, 2007	WHERE BEST FRIENDS PARTY
Build-A-Bear Retail Management, Inc.	Canada	TMA627835	Dec. 8, 2004	WHERE BEST GIFTS ARE MADE
Build-A-Bear Retail Management, Inc.	Canada	TMA708562	Feb. 29, 2008	WHERE WILD AND WONDERFUL FRIENDS ARE MADE

Company	Country/State	Registration Number	Registration Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	TMA579517	Apr. 14, 2003	WORKSHOP
Build-A-Bear Retail Management, Inc.	Canada	TMA687315	May 9, 2007	YOURS 2 SPEND 4 A FRIEND!
Build-A-Bear Retail Management, Inc.	Canada	TMA631422	Jan. 28, 2005	HUGGABLE HEROES
Build-A-Bear Retail Management, Inc.	Canada	TMA745135	Aug. 12, 2009	BEAR BILLS
Build-A-Bear Retail Management, Inc.	Canada	TMA721345	Aug. 19, 2008	BEAR BUILDER
Build-A-Bear Retail Management, Inc.	Canada	TMA759741	Feb. 17, 2010	BEARMAIL
Build-A-Bear Retail Management, Inc.	Canada	TMA793354	Mar. 21, 2011	BUILD YOUR RIDE
Build-A-Bear Retail Management, Inc.	Canada	TMA799434	Jun. 7, 2011	CYBEAR
Build-A-Bear Retail Management, Inc.	Canada	TMA671941	Sept. 1, 2006	DOLLARS & DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA695699	Sept. 6, 2007	HEART IN DOLL DESIGN
Build-A-Bear Retail Management, Inc.	Canada	TMA763217	Mar. 31, 2010	LOVE. HUGS. PEACE.
Build-A-Bear Retail Management, Inc.	Canada	TMA753372	Nov. 18, 2009	WHERE BEST FRIENDS ARE REWARDED

Applications:

Company	Country/State	Application Number	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	Canada	1929139	Nov. 7 2018	AMBEARSADOR

Trademark Licenses

None.

EXHIBIT D

List of Canadian Industrial Designs and Industrial Design Licenses

Industrial Design Registrations and Applications

None.

Industrial Design Licenses

None.

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